

**WEST MEMORIAL CIVIC ASSOCIATION
22415 KINGSLAND BOULEVARD
KATY, TEXAS 77450**

AMENITIES RENTAL RESERVATION AGREEMENT

Homeowner or Responsible Party: _____

Address: _____

Home Phone Number: _____ Work: _____

Cell: _____ Email: _____

Check One: Resident _____ Non-resident _____

Date & Day of Function: _____

Time of Function: _____

Type of Function: _____

Numbers of Persons Expected: _____

For Clubhouse, is alcohol to be served? Yes _____ No _____

If a police officer is required, please provide law enforcement information below:

<u>Officer name</u>	<u>Badge #</u>	<u>City</u>	<u>Telephone #</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

1. General Information:

The clubhouse is a smoke free area, **SMOKING IS PROHIBITED**

The clubhouse is approximately 3,000 square feet and will accommodate a maximum of 200 people seated and 300 standing. Approximately 125 chairs and 20 tables are available for use on an AS IS basis. SCS Mgmt. phone # 281-463-1777

Please return contract, rental check and deposit check to:

SCS Mgmt., 7170 Cherry Park Dr, Houston, TX 77095-2713

Make checks payable to: West Memorial Civic Association

2. Clubhouse rental is subject to availability. Rental of the Clubhouse by a homeowner requires a refundable deposit of \$300.00, barring any damage to the facility caused by user and/or guest, if the facility is left in a clean and orderly condition, and the rental rules and/or rental agreement are not broken. Any rule broken will cause forfeiture of the entire deposit. A rental fee of \$175.00 will be charged. No cash accepted. All association dues must be paid by homeowner to be eligible to rent the clubhouse.

3. Rental of the Clubhouse by a non-resident requires a refundable deposit of \$300.00, barring any damage to the facility caused by user and/or guest, if the facility is left in a clean and orderly condition, and the rental rules and/or rental agreement are not broken. Any rule broken will cause forfeiture of the entire deposit. A rental fee of \$525.00 will be charged. No cash accepted.

_____ initials

4. This Amenities Rental Agreement shall consist of this document (the “Agreement”).
5. The parties to this Agreement are the Homeowner or Responsible Party (the “Renter”) as identified on the Agreement and the West Memorial Civic Association (the “Association”) , a Texas non-profit corporation with the management office located at 7170 Cherry Park Drive, Houston, Texas 77095-2713.
6. Renter agrees to pay all rent, deposits and fees promptly. **All funds due to the association must be paid at least thirty (30) days prior to the function.** We will tentatively hold a date requested, but **reservations are not confirmed until all forms, payment and deposits have been received.** In the event more than one party is interested in the same date we **reserve the right to rent the clubhouse on a first paid basis.**
7. A **police officer** is required for each clubhouse function of 50 or more people attending. Two officers will be required if alcoholic beverages are being served. You must arrange and pay for them separately. There is a 4-hour minimum and charges may vary. You may call 281-463-2648 to make arrangements for an officer.
8. All juvenile parties (for guests ages 13-21) are required to have adult supervision at a ratio of 2 adults per every 15 juveniles and a **police officer** is required for more than 15 juveniles.
9. Return all keys provided within two (2) working days of termination of the agreement.
10. The Association hereby agrees to rent to Renter on a best efforts basis and subject to availability, and Renter agrees to let Premises (as indicated) at the Time and Date (as indicated) and for the Function (as indicated), subject to all the terms and conditions of this Amenities Rental Reservation Agreement. In the event the Premises are unavailable at the time and date above recited, the parties will work in good faith to arrange an alternate time and date for such rental. The return of the Security Deposit to Renter, in full and without interest, shall be Renter’s sole and exclusive remedy for any breach, actual or claimed, by the Association.
11. Renter shall comply with all Municipal, County, State and Federal ordinances, statutes, laws, rules and regulations, together with all other rules and regulations of the Association (whether attached herewith or not) and those statutes, laws, rules, orders, and regulations of any lawful government authority having jurisdiction over this Agreement or use of the Premises. The Association reserves the right at any time to change or amend any of its rules or regulations in any manner reasonable for the safety, care, cleanliness, and preservation of good order of the Premises hereby let to Renter, provided Renter shall be provided a copy of any such amendments or changes.

_____ Initials

12. By executing this Agreement the Renter accepts the clubhouse in its current condition unless otherwise expressly provided for in the Agreement, the Association shall not be required to make improvements, replacements, or repairs of any kind or character to the leased Premises during the term of the Agreement.

13. The renter agrees that it is their responsibility to pay for any and all repairs that may be necessary for restoring the demised Premises to the same or similar condition that Renter accepted the Premises. Renter shall not commit or allow any waste or damage to be done on any property of the Association, nor introduce any dangerous, hazardous, inflammable, or explosive item(s) or thing(s) thereon, any cost or charge arising hereunder will be invoiced to Renter and the same shall be paid in full by Renter within ten (10) days from the mailing of any such invoice.

14. Renter agrees that he or she will be on the Premises during the time the Premises are let to Renter; if Renter is an organization, Renter shall designate an agent for such purposes. The clubhouse is limited to "not for profit" meetings and functions unless authorized by the Board in writing. Renter will not charge or collect fees from their guests as a prerequisite or condition of entering or using the Premises. Renter may be present for final inspection after the event. Should you choose not to be present, any and all charges for damages or cleaning will be deemed valid. Renter shall return all keys to the Premises to the Association prior to the repayment of the Security Deposit. After exiting the facility you must lock the doors.

15. Renter shall forfeit the Rental Fee paid herewith unless Renter cancels this Agreement more than ten (10) days from the intended time and date. The Association may cancel this Agreement at any time for misrepresentations made herein, change in status as homeowner or renter, or by tender of the Security Deposit to Renter.

16. Notwithstanding anything to the contrary above written, each party shall hold the other harmless from and against all claims, costs, losses, injuries, dues, or demands whatsoever arising from the injury to persons or property on or about the premises caused by the misconduct or negligence of such party. The term "party" as used in this paragraph shall mean one of the parties to this Agreement together with the officers, employees, agents, invitee, licensees, guests, successors, assigns and executors.

17. Expressly prohibited from assigning this Agreement or any of its rights or privileges hereunder without the express written consent of the Association.

18. Any party hereto who is the prevailing party in any judicial proceeding brought against the other party on account of any default under this Agreement, shall in addition to any other remedy accorded the entitled to recovery of reasonable attorney's fees from the nonprevailing part

_____ Initials

19. This agreement and attachments or exhibits hereto constitute the full, entire, and complete understanding of the parties with regard to the subject matter hereof; all other agreements, contracts, or understandings are completely merged herein and are otherwise deemed null and void. The entire contract must be returned with both checks.

20. The security deposit shall be refunded within thirty days of the scheduled function based on the condition in which the clubhouse was left. A portion or all of the deposit may be withheld by the Association for any repairs, cleaning, or for the breach of contract.

21. The use of the Association property and or amenities shall be available on a non-discriminatory basis (age, sex, race, religion, or national origin). The Board of Directors reserves the right to deny the use of the amenities and or property to anyone for any purpose.

22. The property must be cleaned and premises vacated before 12:00 a.m. or midnight.

23. The Association reserves the right to impose additional requirements related to safety, security and clean-up. You will be notified in advanced before the function and will bear all costs.

24. The clubhouse and the premises must be returned in the condition in which it was received. You are responsible for checking the facility prior to usage to insure everything is in working order. SCS Management must be contacted for anything that requires attention including repairs before or after a function. Thermostat must be returned to 90F in the cooling season and 60F in the heating season. You must turn off all appliances and lights before you leave the premises.

25. West Memorial is not responsible for any items left on the premises.

26. Renter must clean entirely all the surfaces in the facility including the kitchen, the tables, chairs, etc. Sweep and mop the floors. Clean the restrooms and flush the toilets. Bring trash can liners to replace the ones you used. All bagged party trash can be placed outside in the dumpster.

27. No decorations (glitter, sequins, confetti) of any kind can be attached to the ceiling, or walls, etc. Birdseed can be thrown outside. All excess must be swept away from all the walkways and parking lot.

28. No animals allowed in the facility.

29. Return all furniture back in storage, properly stacked. Do not remove dollies.

_____ Initials

IN CONSIDERATION FOR THE RIGHT TO USE THE CLUBHOUSE (PREMISES), THE UNDERSIGNED (JOINTLY AND SEVERALLY, IF EXECUTED BY MORE THAN ONE RESIDENT), HEREBY RELEASE AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS WEST MEMORIAL CIVIC ASSOCIATION, SCS MANAGEMENT AND THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, CAUSES OF ACTION AND DAMAGES ARISING OUT OF INCIDENTAL TO OR IN ANY WAY RESULTING FORM THE USE OF THE CLUBHOUSE AND WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS. I THE UNDERSIGNED, UNDERSTAND AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT AND THE ASSOCIATION ASSIGNS MAY RELY ON THIS REPRESENTATION. THE PARTIES STIPULATE AND AGREE THAT VENUE HEREOF SHALL LIE IN THE COURTS OF HARRIS COUNTY. AGREED TO AND EXECUTED BY THE PARTIES THIS _____ DAY OF _____, 20____ IN HARRIS COUNTY, TEXAS.

Printed Name of Homeowner or Responsible Party

Homeowner or Responsible Party Signature

Date

FOR OFFICE USE ONLY:

Security Deposit Ck# _____

Rental Fee Ck# _____

Assessments Paid _____

Date To Board _____

If Renter Utility Bill _____